



**Registration of a Charge**

Company Name: **A&P PRIME PROPERTY LTD**

Company Number: **14897254**



Received for filing in Electronic Format on the: **01/06/2023**

XC4QBYBU

**Details of Charge**

Date of creation: **31/05/2023**

Charge code: **1489 7254 0001**

Persons entitled: **TKLS PROPERTY LTD**

Brief description: **TITLE NUMBER AGL574055 THE LEASEHOLD PROPERTY KNOWN AS OR BEING FIRST AND SECOND FLOOR AT 19 VILLAGE WAY EAST ,HARROW , MIDDLESEX. ENGLAND.HA2 7LX**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **COURTNEY SMITH SOLICITORS LLP**



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14897254

Charge code: 1489 7254 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2023 and created by A&P PRIME PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2023 .

Given at Companies House, Cardiff on 7th June 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## SECURED LOAN AGREEMENT

This Agreement dated 31 May 2023

Between: -

(1) TKLS Property Ltd of 67 Whalley Road, Clayton Le Moors, Accrington, Lancashire, England, BB5 5EE (The **Lender**); and

(2) A & P Prime Property Ltd of 19 Village Way East, Harrow, Middlesex, England, HA2 7LX (The **Borrower**).

### 1 Definitions and Interpretations

The following definitions apply in this Agreement: -

- 1.1 **Interest Rate** means the rate specified in clause 4.1.
- 1.2 **Facility** means the loan facility made available by the Lender to the Borrower pursuant to this Agreement.
- 1.3 **First Loan Agreement** means the Loan Agreement signed by the Lender and Borrower on 31 / 05 /2023
- 1.4 **Repayment Amount** means the amount specified in clause 3.1.
- 1.5 **Repayment Date** means the date specified in clause 3.1.
- 1.6 **Final Repayment Date** means the date specified in clause 4.1
- 1.6.1 **Security Property** means the Property known as First and Second Floor flat at 19 Village Way East, Harrow, Middlesex England, HA2 7LX
- 1.7 This Agreement represents the entire understanding between the parties in relation to the Facility and the parties acknowledge that they have not entered into this Agreement in reliance upon any oral or written statement made by or on behalf of the other.
- 1.8 Any reference to any statute shall include any modification extension or re-enactment of any such statute for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or drawing validity from any such statute

- 1.9 Any reference to a person shall include companies and all other legal entities.
- 1.10 A person is to be construed to include references to a corporation, firm, company, partnership, joint venture, organization, unincorporated body of persons, individual or any state or any agency of a state whether or not a separate legal entity.
- 1.11 Any person is to be construed to include that person's employees, assignees, transferees, or successors in title, whether direct or indirect.
- 1.12 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.13 Obligations undertaken by more than a single person are joint and several obligations and where any party under this Agreement from time to time is more than one person references to that party shall mean each such person individually as well as jointly with the other person or persons comprising that party.
- 1.14 Any covenant not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing.
- 1.15 The Clause headings in this Agreement are for reference only and shall not be taken into account in the construction or interpretation of this Agreement
- 1.16 Nothing in this Agreement shall create or imply a partnership or joint venture between the parties.
- 1.17 This Agreement may be executed in counterparts which, taken together, form the whole of the Agreement.

## **2 Amount**

- 2.1 The Lender granted to the Borrower a secured loan in the amount of Two Hundred and Fifty Thousand Pounds (£250,000.00) (the **Facility**) on the terms, and subject to the conditions, of this Agreement.
- 2.2 The Lender is not obliged to monitor or verify how the Facility advanced under this Agreement is used.

## **3 Repayment**

- 3.1 The Borrower will repay to the Lender the amount of Two Hundred and Fifty Thousand Pounds (£250,000.00) (the **Repayment Amount**) on or before close of business on 30 / 08 / 2023 (**The Repayment date**).

3.2 In the event that the Repayment Date falls on a Saturday, Sunday, Bank or Public Holiday, repayment will be made on the next working day.

#### **4 Interest**

4.1 Interest will accrue at a rate of 0.5% per month from the date of this agreement until the Repayment Amount is paid in full (**The Final Repayment Date**).

#### **5 Payments**

5.1 The Borrower will make all payments under this Agreement without set-off or counterclaim and free and clear of any withholding or deduction (save as may be required by law) for any present or future taxes, duties or other charges. If the Borrower is obliged to make such withholding or deduction, the Borrower will pay to the Lender an additional amount to ensure that the Lender receives a net amount equal to the full amount the Lender would have received if no such withholding or deduction had been required.

5.2 The Borrower will make all payments under this Agreement in sterling pounds into a bank account nominated by the Lender.

#### **6 Security – Registration of a Restriction**

The Facility will be secured by way of a Legal Charge on the Property stating ***“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Lender or their solicitors Solidum Solicitors, 316 Northolt Road, South Harrow, HA2 8EE referred to in the Loan agreement dated 31/05/2023”*** registered on the Properties known as

First and Second Floor flat 19 Village Way East, Harrow, HA2 7LX (the Security Property).

#### **7 Restriction**

7.1 The Borrower shall not obtain any further lending against the Security Property without the written consent of the Lender or their solicitors, Solidum Solicitors, 316 Northolt Road, Harrow, HA2 8EE.

## **8 Default**

- 8.1 The Lender may cancel the Facility, and all interest on it and all other liabilities of the Borrower to the Lender under the terms of this Agreement will become due and payable immediately on demand by the Lender and interest on the Repayment Amount and Interest will be payable at the Default Rate, if any of the following circumstances occur: -
- 8.1.1 The Borrower becomes bankrupt or makes or seeks an arrangement with its creditors or an interim order is made under Section 252 (1) of the Insolvency Act 1986 in relation to the Borrower, or if any steps or proceedings are taken which may lead to the occurrence of any such order.
- 8.1.2 The Borrower repudiates this Agreement.
- 8.1.3 At any time, it becomes unlawful for the Borrower to perform or comply with any or all of its obligations under this Agreement or if such obligations cease to be legal, valid and binding.
- 8.1.4 The Repayment Amount is not repaid by the Borrower to the Lender on the Repayment Date in accordance with clause 3.1.

## **9 Communications**

- 9.1 All communications between the parties in regard to the Facility shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or e-mail:
- 9.1.1 (In the case of communications to the Lender) to the Lender's address afore written or such changed address as shall be notified to the Borrower by the Lender; or
- 9.1.2 (In the case of the communications to the Borrower) to the address of the Borrower here before written or such other address as shall be notified to the Lender by the Borrower.
- 9.2 Communications shall be deemed to have been received:
- 9.2.1 if sent by pre-paid first-class post, two Business Days after posting (exclusive of the day of posting); or
- 9.2.2 if delivered by hand, on the day of delivery; or
- 9.2.3 if sent by fax or e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

## **10 Remedies, Waivers, Amendments and Consents**

- 10.1.1 Any amendment to this agreement shall be in writing and signed by or on behalf of each party.
- 10.1.2 Any waiver of any right or consent given under this agreement is only effective if it is in writing and signed by the waiving and consenting party and applies only in the circumstances for which it is given.
- 10.1.3 No delay or failure to exercise any right under this agreement shall operate as a waiver of that right.
- 10.1.4 No single or partial exercise of any right under this agreement shall prevent any further exercise of the same or any other right under this agreement.
- 10.1.5 Rights and remedies under this agreement are cumulative and not exclusive of any other rights or remedies provided by law or otherwise.

## **11 Costs**

The Borrower shall pay, on demand, all costs, and expenses that the Lender incurs in connection with discharge of the charge on the property.

## **12 Notice**

The Lender may give the Borrower 30 days' notice by which the Full Repayment Amount shall be returned. Failure to repay the amount in full, within the 30 days, will result in default interest.

## **13 Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

## **14 Third Party Rights**

A person who is not a party to this Agreement shall have no rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **15 Governing Law and Jurisdiction**

This Agreement shall be governed by, construed, and enforced in accordance with the law of England and Wales to the jurisdiction of which the parties hereto submit.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first before written

SIGNED AS A DEED AND DELIVERED

BY THE SAID: TKLS Property Ltd

.....

By a director acting on behalf of the company

In the presence of  
Signature of Witness

Name:

Address:

Occupation:

SIGNED AS A DEED AND DELIVERED

BY THE SAID: A & P Prime Property Ltd

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.....

By a director acting on behalf of the company

In the presence of  
Signature of Witness

Name:

*Aruna Perera*

*A/P*

Address:

Occupation: *Solicitor*

Courtney Smith Solicitors LLP  
2 Village Way East, Rayners Lane  
Harrow, Middlesex  
HA2 7LU